

AGENDA

GRAND TRAVERSE COUNTY LAND BANK AUTHORITY

Friday, July 23, 2021 Governmental Center,
400 Boardman Avenue, Conference Room 300
8:00 A.M.

1. Approval of May 28, 2021 minutes 1-2
2. Trial Balance Land Bank & Housing Trust Fund & Property Inventory 3-8
3. 2021 Foreclosed Parcel – Purchase Agreement with Rebecca Asper 9-17
4. 2021 Foreclosed Parcel – Purchase Agreement with Chad and Carl Christianson 18-29

PUBLIC COMMENT/INPUT

Any person shall be permitted to address a meeting of the Land Bank Authority (LBA), which is required to be open to the public under the provisions of the Michigan Open Meetings Act, as amended. (MCLA 15.261, et. seq.) Public comment shall be carried out in accordance with the following County Board Rules and Procedures:

- A. Any person wishing to address the LBA shall state his or her name and address.
- B. Persons may address the LBA on matters, which are relevant to county government issues.
- C. No person shall be allowed to speak more than once on the same matter, excluding time needed to answer Board questions. The Chairperson shall control the amount of time each person shall be allowed to speak, which shall not exceed three (3) minutes; except as follows:
 1. Chairperson may, at his or her discretion, extend the amount of time any person is allowed to speak.
 2. Whenever a group wishes to address the Authority, the Chairperson may require that the group designate a spokesperson; the Chairperson shall control the amount of time the spokesperson shall be allowed to speak, which shall not exceed fifteen (15) minutes.

5. Other Business

6. Adjournment

GRAND TRAVERSE COUNTY
LAND BANK AUTHORITY (GTCLBA)

Minutes of Regular Meeting
May 28, 2021

Chair Scheppe called the meeting to order at 8:00 a.m. Conference room 300 3rd Floor
Governmental Center

Members Present: James Baker, Dean Bott, Ron Clous, Gary Howe,
and Heidi Scheppe, Chair
Staff Present: Chris Forsyth
Public Present: Wendy Irvin, Al Jarosz, Keanen Armour

MINUTES

MOVED by Bott, seconded by Clous to approve the minutes of March 26, 2021.

ROLL CALL VOTE: Yes 5, No 0

TRIAL BALANCE – LAND BANK & HOUSING TRUST FUND

Chair Scheppe reviewed the Trial Balance for the Land Bank & Housing Trust Fund

HOMESTRETCH UPDATE 1028 CARVER ST

Forsyth advised Homestretch is still working on funding, house has been rented out in interim.

**HABITAT FOR HUMANITY HOME REHABILITATION TRUST FUND GRANT
APPLICATION**

Forsyth reviewed application in the amount of \$50,000, made note of tree removal cost included in application is not allowable expenditure. Jarosz & Irvin reviewed the projected use of grant expenditures and confirmed tree removal will not be included in payment requests.

MOVED by Howe, seconded by Clous to authorize Habitat for Humanity \$50,000 grant subject to the terms of a grant agreement to be executed by Habitat for Humanity and the Chairperson of the County Land bank Authority.

ROLL CALL VOTE: Yes 5, No 0

2021 FORECLOSED PROPERTIES

Scheppe provided list of foreclosed properties. Armour advised his client is interested in working with Land Bank side lot program to purchase 11-545-009-00 which is unbuildable. Parcel 11-545-011-50 is similar roadway that is unbuildable. 42-060-010-00 Scheppe advised previous owner had asked to have Land Bank work with him to purchase the property back but did not follow through with agenda request.

MOVED by Howe, seconded by Bott to exercise first right of refusal for 11-545-009-00 & 11-545-011-50 for minimum bid if Claim is not filed by July 1, 2021 or Fair Market Value if Claim is filed. Deny first right of refusal and send 42-060-010-00 to auction, would consider request at June meeting if prior owner makes request for assistance.

1383 CASS RD PROPERTY UPDATE

Chris Forsyth indicated that they are working with the Title Company and on track to close with City of Traverse City no later than June 24, 2021.

PUBLIC COMMENT:

None

OTHER BUSINESS:

None

ADJOURNMENT:

Meeting adjourned at 8:30 a.m..

Approved Date

Heidi Scheppe, Chair

LAND BANK AGENDA ITEM

SUBJECT: Trial Balance

FROM: Heidi Scheppe, Treasurer



FOR MEETING DATE: July 23, 2021

SUMMARY OF ITEM TO BE PRESENTED:

Please find attached the June 2021 Trial Balance for Land Bank and Housing Trust Fund and Property Inventory.

RECOMMENDATION:

For Information.

			DEBIT	CREDIT	DEBIT	CREDIT
FUND 620 LAND BANK FUND						
ASSETS	001.00	CASH	575,727.35	.00		
	197.00	LAND HOLDING ACCOUNT	539,142.27	.00		
LIABILITIES	339.00	DEFERRED REVENUE	.00	148,597.90		
	389.09	F. BAL. RES. - LAND HOLDING ACCT	.00	539,142.27		
	390.00	FUND BALANCE	.00	447,905.41		
REVENUES	400.00	REVENUE CONTROL	.00	947.94		
EXPENDITURES	700.00	EXPENDITURE CONTROL	21,723.90	.00		
					1,136,593.52	1,136,593.52
					1,136,593.52	1,136,593.52

LAND BANK INVENTORY

7/8/2021

Tax Year	Township	Parcel #	Address	Taxable value	Purchase Price	Annual Totals	Status
Purchased in Market							
2011	Garfield	05-027-027-00	1383 Cass Rd		314,882.27		Closed 7/1/21
2013	City	51-011-001-01	RR ROW		123,000.00		
2018	Garfield	05-027-014-00	RR Easement		16,000.00		
2020	City	51-674-007-00	1028 Carver St		85,260.00		Homestretch
						539,142.27	

Tax Year	Township	Parcel #	Address	Taxable value	Minimum Bid	Status
Tax Foreclosed						

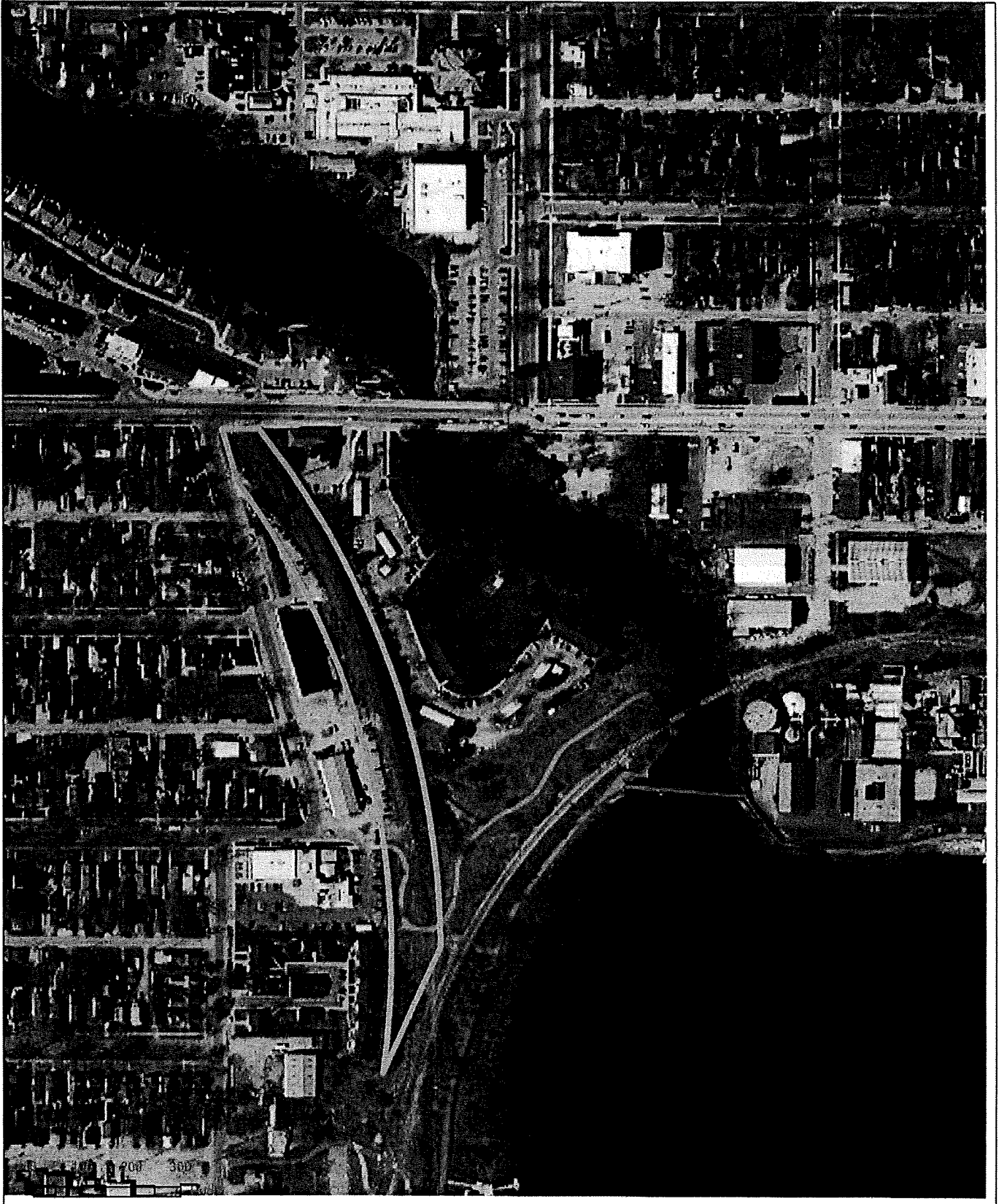
Total Purchase Prices of Land Bank Parcels 539,142.27
Total Taxable Value of Land Bank Parcels

THE PARCELS ABOVE SHOULD BE RECORDED AS LAND BANK OWNED

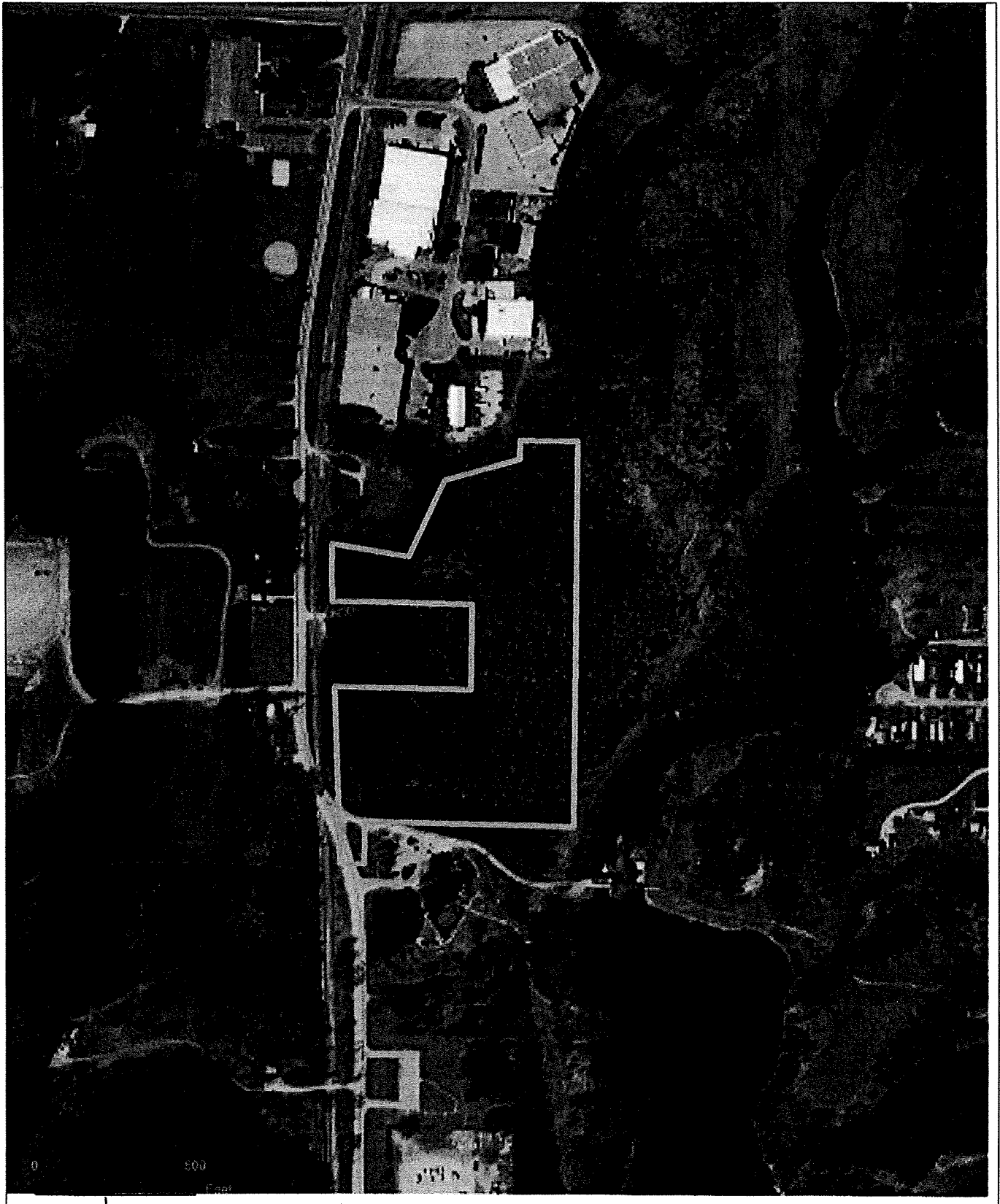
Parcels Sold				Sale Price	Date sold	Deed Recorded
2015	Mayfield	09-006-010-00	County Rd 633	15,545.00	1,823.79	2,499.00 7/14/2015 7/20/2015 Homeowner
2015	Mayfield	09-007-005-00	County Rd 633	11,836.00	1,560.75	2,192.00 7/14/2015 7/20/2015 Homeowner
2014	Blair	02-693-166-00	818 Jayrogers Ct	11,000.00	1,864.63	11,750.00 8/24/2015 9/23/2015 Auction
2014	Garfield	05-031-008-30	N East Silver lake Rd	9,750.00	1,462.66	1,500.00 8/24/2015 9/23/2015 Auction
2015	Garfield	05-314-006-00	Stonefield Dr	19,300.00	3,952.09	15,028.94 8/24/2015 9/23/2015 Auction
2015	Union	12-031-009-70	Marsh Rd	12,456.00	1,854.81	2,295.18 8/3/2015 8/5/2015 Homeowner
2012	Garfield	05-221-002-00	Lynch Drive	131,400.00	33,229.50	157,000.00 8/27/2015 4/2/2015 Market
2013	East Bay	03-219-025-00	N Three Mile Rd	34,547.00	6,558.27	6,800.00 10/13/2015 11/4/2015 Auction
2015	Garfield	05-280-015-00	1537 Ridge View Ct	46,462.00	13,166.56	10/16/2015 10/16/2015 Market
2012	Blair	02-007-046-12	Old Maple Trail	162.00	374.32	374.32 11/13/2015 11/13/2015 Side Lot
2015	East Bay	03-102-077-20	Celery Bay	500.00	909.46	250.00 11/13/2015 11/13/2015 Side Lot
2012	Long Lake	08-185-029-00	Sunset Dr	2,600.00	460.09	150.00 11/13/2015 11/13/2015 Side Lot
2016	Garfield	05-340-020-00	Linden Avenue	18,500.00	2,536.30	8,000.00 3/11/2016 4/6/2016 Demo completed
2016	Garfield	05-006-001-04	Barney Rd	19,400.00	3,979.32	3,000.00 3/11/2016 4/6/2016 Market
2016	Garfield	05-006-001-05	5424 Barney Rd	19,400.00	3,979.32	3,000.00 3/11/2016 4/6/2016 Market
2012	Long Lake	08-003-004-40	East Traverse Highway	52,600.00	4,338.08	6,799.83 8/1/2016 8/11/2016 Side Lot
2016	Garfield	05-149-050-00	5165 Heritage Way	89,532.00	16,598.68	17,098.68 8/5/2016 8/11/2016 Homeowner
2015	Fife Lake	04-001-013-02	US 31	1,200.00	024.07	1.00 9/9/2016 9/9/2016 Side Lot
2012	Green Lake	07-180-009-50	9723 First St	24,140.00	2,789.33	4,500.00 12/22/2016 12/29/2016 Demo completed
2017	Peninsula	11-589-031-00	18929 Bay St	33,991.00	3,664.71	4,158.33 8/10/2017 8/21/2017 Homeowner
2017	City	51-878-046-00	134 E Fifteenth St	76,223.00	11,637.74	12,050.37 8/17/2017 8/25/2017 Homeowner
2017	Whitewater	13-600-033-00	5632 Millbrook Dr	3,800.00	1,192.91	1,192.91 12/15/2017 12/15/2017 Association
2017	Whitewater	13-600-034-00	5634 Millbrook Dr	3,800.00	1,192.91	1,192.91 12/15/2017 12/15/2017 Association
2017	Whitewater	13-600-035-00	5647 Millbrook Dr	3,800.00	1,192.91	1,192.91 12/15/2017 12/15/2017 Association
2017	Whitewater	13-600-036-00	5645 Millbrook Dr	3,800.00	1,192.91	1,192.91 12/15/2017 12/15/2017 Association
2017	Whitewater	13-600-037-00	5633 Millbrook Dr	3,800.00	1,192.91	1,192.91 12/15/2017 12/15/2017 Association
2017	Whitewater	13-600-038-00	5638 Millbrook Dr	3,800.00	1,192.91	1,192.91 12/15/2017 12/15/2017 Association
2017	Whitewater	13-600-043-00	5575 Millbrook Dr	3,800.00	1,192.91	1,192.91 12/15/2017 12/15/2017 Association
2017	Whitewater	13-600-044-00	5577 Millbrook Dr	3,800.00	1,192.91	1,192.91 12/15/2017 12/15/2017 Association
2018	Blair	02-005-002-10			370,914.30	6/8/2018 6/15/2018 Market Blaines
2018	Blair	02-005-002-11			-	6/8/2018 6/15/2018 Market Blaines
2018	Blair	02-005-002-12			-	6/8/2018 6/15/2018 Market Blaines
2018	Blair	02-005-002-13			-	6/8/2018 6/15/2018 Market Blaines
2018	Blair	02-005-002-20			274,162.00	9/6/2018 9/15/2018 Market H&M
2018	Long Lake	08-001-012-00	Gray Rd	11,930.35	175,000.00	12/12/2018 12/20/2018 Title Work
2020	Blair	02-005-002-30	Rennie School Rd		450,000.00	10/15/2020 10/15/2020 Market Edward Rose
2020	Fife Lake	04-060-109-00	11770 Lake Shore Dr	1,271.25	1,271.25	10/29/2020 10/29/2020 Side Lot
2020	Fife Lake	04-060-110-00	11774 Lake Shore Dr			10/29/2020 10/29/2020 Side Lot
2020	Acme	01-013-026-02	Bates Rd	1,213.38	1,713.38	12/28/2020 12/28/2020 Homeowner
2021	East Bay	03-220-008-00	Vanderlip Rd	1,572.88	1,200.00	4/12/2021 Side Lot
				140,209.44		

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GT18



GT18



↑
1883 Cass Rd

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			DEBIT	CREDIT	DEBIT	CREDIT
FUND 278 HOUSING TRUST FUND						
ASSETS	001.00	CASH	251,202.62	.00		
LIABILITIES	390.00	FUND BALANCE	.00	267,864.04		
REVENUES	400.00	REVENUE CONTROL	.00	64.47		
EXPENDITURES	700.00	EXPENDITURE CONTROL	16,725.89	.00		
					267,928.51	267,928.51
					267,928.51	267,928.51

LAND BANK AGENDA ITEM

SUBJECT: 2021 Foreclosed parcel

FROM: Heidi Scheppe, Treasurer



FOR MEETING DATE: July 23, 2021

SUMMARY OF ITEM TO BE PRESENTED:

There has been no correspondence from the previous owners of foreclosed property 11-545-009-00 & 11-545-011-50. We will be exercising first right of refusal for both of these properties as approved at the May 28, 2021 meeting. Adjacent property owner Rebecca J Asper has requested to purchase 11-545-009-00. The minimum bid is \$1180.64, recording fee \$30.00 and Land Bank fee \$500.00 makes the purchase price \$1,710.64. I have enclosed a purchase agreement reflecting this proposal.

RECOMMENDATION:

Motion to enter into purchase agreement and sell 11-545-009-00 to Rebecca J Asper for the amount of \$1,710.64.

PURCHASE AGREEMENT

This purchase agreement (the Agreement) is entered into on _____, _____ by the Grand Traverse County Land Bank Authority, whose address is 400 Boardman Avenue, Suite 104, Traverse City, Michigan 49684 (hereinafter "Seller" or "GT Co. LBA"), and Rebecca J Asper, whose address is 7418 Maple Terrace Ave, Traverse City, MI 49686 (hereinafter "Buyer"), on the terms and conditions set forth below.

1. **Description of property.** The property is a parcel of improved real estate, commonly known as Maple Terrace Ave, Traverse City, MI 49686 property number 28-11-545-009-00 located in the City/Township of Peninsula, Grand Traverse County, Michigan, as more particularly described in the legal description attached hereto as **Exhibit A** (hereinafter the "Property").
2. **Sale.** The Seller agrees to sell to the Buyer and the Buyer agrees to purchase the Property, including all of Seller's right, title and interest in and to all appurtenances, easements, access rights and similar rights, under the terms and conditions contained herein.
3. **Purchase price.** The purchase price for the Property (hereinafter, "Purchase Price") shall be 1,710.64 Dollars. The Buyer agrees to assume all other costs associated with the conveyance of the Property as outlined in this Purchase Agreement.
4. **Deed.** The Seller will convey the Property by Quit-Claim Deed (the "Quit-Claim Deed") to the purchaser, which is incorporated herein as **Exhibit B** of this Agreement.
5. **Payment of Purchase Price.** Buyer agrees to close and pay the Purchase Price to Seller immediately.
6. **Condition of Property.** The Buyer takes the Property in an "AS IS," "WHERE IS" and "WITH ALL FAULTS" condition and with no warranties from Seller.
7. **Remedies Upon Default.** In no event shall the Seller or Grand Traverse County, their officers, agents and/or employees, be liable to the Buyer in damages for any act, error, omission, breach or violation of this Agreement.
8. **Indemnification.** Buyer agrees to indemnify, defend and hold harmless, Seller and the County of Grand Traverse, as well as any officer, agent and/or employee of Seller and the County of Grand Traverse, from any legal action instituted by a third party against Grand Traverse County and Seller and from any and all claims and losses, including attorneys' fees and costs, accruing, resulting, or arising from this transaction.
9. **Miscellaneous.**
 - a. **Governing Law.** This Purchase Agreement shall be governed by Michigan law.

- b. **Written Notice.** All requirements for written notice contained in this Purchase Agreement shall be accomplished by any one of the following methods:
- i. Personal service with service being effective upon delivery, or
 - ii. Certified mail, return receipt requested, with service being effective on the date of receipt or second attempted delivery.

Notices shall be addressed as follows:

Seller:

Chairperson, Grand Traverse County Land Bank
Grand Traverse County
400 Boardman Avenue
Traverse City, Michigan 49684
(231) 922-4513

Buyer:

Name Rebecca J Asper
Address 7418 Maple Terrace Ave, Traverse City, MI 49686
Phone 231-929-4878

- c. **Binding Effect.** This Purchase Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties.
- d. **Entire Agreement.** This Purchase Agreement contains the entire understanding of the parties hereto as to the matters provided for herein; all prior agreements between the parties, whether written or oral, are merged herein and shall be of no force and effect. This Purchase Agreement cannot be changed or modified orally, but only by an agreement in writing signed by each of the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this Purchase Agreement on the date and year first above written.

IN THE PRESENCE OF: "SELLER"
GRAND TRAVERSE COUNTY LAND BANK AUTHORITY

By: _____
Chairperson, Grand Traverse County Land Bank Authority
Date: _____

STATE OF MICHIGAN)
COUNTY OF GRAND TRAVERSE)

This Purchase Agreement was acknowledged before me on _____, _____, by
_____, Chairperson, Grand Traverse County Land Bank Authority

Notary Public
_____ County, Michigan
My Commission Expires: _____

IN THE PRESENCE OF: "BUYER"

By: _____

NAME:

Date: _____

STATE OF MICHIGAN)
COUNTY OF GRAND TRAVERSE)

This Purchase Agreement was acknowledged before me on _____, _____, by
_____ (name of buyer).

Notary Public
_____ County, Michigan
My Commission Expires: _____

EXHIBIT A

Legal Description

LOT 9 EXC N 20' ALSO EXC S 14' MAPLE TERRACE SUBDIVISION
ESTIMATE UNBUILDABLE

EXHIBIT B

**QUITCLAIM DEED
STATUTORY FORM**

KNOW ALL PERSONS BY THESE PRESENT: That the Grand Traverse County Land Bank Authority, whose address is 400 Boardman Avenue, Traverse City, Michigan 49684, "Grantor") quit claims to Rebecca J Asper, whose address is 7418 Maple Terrace Ave, Traverse City, MI 49686 ("Grantee"), the following premises in the Township of Peninsula, County of Grand Traverse, State of Michigan, as described as:

LOT 9 EXC N 20' ALSO EXC S 14' MAPLE TERRACE SUBDIVISION ESTIMATE
UNBUILDABLE

Commonly known as: Maple Terrace Ave, Traverse City, MI 49686

together with all and singular the tenements, hereditament and appurtenances thereunto belonging or in anywise appertaining, for the full consideration of 1,710.047 Dollars. This conveyance is exempt from taxes pursuant to MCL 207.505(h); MSA 7.456(5)(h) and MCL 207.526(h); MSA 7.456(26)(h).

Notice:

This conveyance is made upon the express condition that the Grantee fulfill all of the representations and warranties provided in the "Purchase Agreement for Maple Terrace Ave, Traverse City, MI and dated _____ [PA signature date], between the Grantor and the Grantee for the conveyance of this property. Failure by the Grantee to fulfill the conditions of the Purchase and Development Agreement after this conveyance unconditionally allows the Grantor a Right of Reverter upon the property until a release of interest is recorded by the Grantor on this property.

Dated:

Signed in the presence of:

Signed by:

Heidi Scheppe, Chairperson
Grand Traverse County Land Bank Authority

)

) SS

)

Notary Public

County, Michigan

My Commission Expires: _____

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LAND BANK AGENDA ITEM

SUBJECT: 2021 Foreclosed parcel

FROM: Heidi Scheppe, Treasurer



FOR MEETING DATE: July 23, 2021

SUMMARY OF ITEM TO BE PRESENTED:

We have received a request from a taxpayer to help get his family property back see attached. If the Land Bank were to exercise first right of refusal to work with the taxpayer, he would need to pay the 2018-2020 back taxes in the amount of \$7,231.57, and be required to pay the 2021 Summer & Village taxes before deed would transfer ownership back to him. The standard Land Bank fee for this service has been \$500 in the past.

RECOMMENDATION:

Motion to exercise first right of refusal for parcel 42-060-010-00, to purchase the property for minimum bid and enter into purchase agreement and sell the parcel for the amount of \$7,731.57 per attached agreement.



Heidi Scheppe <hscheppe@gtcountymi.gov>

Fwd: Taxes

2 messages

Treasurer Mailbox <treasurer@gtcountymi.gov>
To: Heidi Scheppe <hscheppe@gtcountymi.gov>

Fri, Jun 18, 2021 at 1:40 PM

Heidi - See below.

Thank you,

Treasurer's Office
Grand Traverse County

----- Forwarded message -----

From: **Chad Christianson** <chad49620@icloud.com>
Date: Fri, Jun 18, 2021 at 1:33 PM
Subject: Taxes
To: <treasurer@gtcountymi.gov>

To whom it may concern. My name is Chad Christianson and I'm writing concerning my property at 206 and 208 cottage street Kingsley Michigan 49649. I lost my job as a supervisor at story roofing over the covid pandemic and then went threw some major health issues. Lost 80 lbs and doctors are still baffled as to why or what is going on even after multiple different test came back normal. Between the stress off all that and fighting for custody of my kids I let the tax's slip just not caring. Things have started to turn around for me and want to save my home. Between me and my father Carl Christianson we can come up with what's needed to pay back taxes in full and pray that you will work with us on this to save my home where me and my kids have lived for almost 15 years now. I did send an email a few weeks back to only find out it was never received on your end for some reason. Probably a fault of my own I'm not really a technical guy when it comes to emails and computer stuff. Please send a email back saying you have received this and what my next steps are if any. Ty have a great day hope you find it in your heart to work with me and my father this has made him sick and don't want it getting any worse because of my mistakes

Sent from my iPhone

Heidi Scheppe <hscheppe@gtcountymi.gov>
To: chad49620@icloud.com

Wed, Jun 23, 2021 at 10:53 AM

Chad,

We have received your email, I will prepare an agenda item for the July 23, 2021 Land Bank meeting for discussion. The meeting is at 8:00 am on the 3rd floor of the Governmental Center conference room 300. Feel free to attend the meeting if you would like to address the board in person.

Heidi

[Quoted text hidden]

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Heidi Scheppe, MBA, CPFO, CPFIM
Grand Traverse County Treasurer
400 Boardman Ave, Suite 104
Traverse City, MI 49684
231-922-4740

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PURCHASE AGREEMENT

This purchase agreement (the Agreement) is entered into on _____, _____ by the Grand Traverse County Land Bank Authority, whose address is 400 Boardman Avenue, Suite 104, Traverse City, Michigan 49684 (hereinafter "Seller" or "GT Co. LBA"), and **Chad Christianson & Carl Christianson**, whose address is 2835 S M 37, Traverse City, MI 49685 (hereinafter "Buyer"), on the terms and conditions set forth below.

1. **Description of property.** The property is a parcel of improved real estate, commonly known as 206 Cottage St, Kingsley, MI 49649, property number 42-060-010-00 located in the City/Township of Paradise, Village of Kingsley, Grand Traverse County, Michigan, as more particularly described in the legal description attached hereto as **Exhibit A** (hereinafter the "Property").
2. **Sale.** The Seller agrees to sell to the Buyer and the Buyer agrees to purchase the Property, including all of Seller's right, title and interest in and to all appurtenances, easements, access rights and similar rights, under the terms and conditions contained herein.
3. **Purchase price.** The purchase price for the Property (hereinafter, "Purchase Price") shall be \$7,731.57 Dollars. The Buyer agrees to assume all other costs associated with the conveyance of the Property as outlined in this Purchase Agreement.
4. **Deed.** The Seller will convey the Property by Quit-Claim Deed (the "Quit-Claim Deed") to the purchaser, which is incorporated herein as **Exhibit B** of this Agreement.
5. **Payment of Purchase Price.** Buyer agrees to close and pay the Purchase Price to Seller immediately.
6. **Condition of Property.** The Buyer takes the Property in an "AS IS," "WHERE IS" and "WITH ALL FAULTS" condition and with no warranties from Seller. **Exhibit C** is hereby incorporated.
7. **Remedies Upon Default.** In no event shall the Seller or Grand Traverse County, their officers, agents and/or employees, be liable to the Buyer in damages for any act, error, omission, breach or violation of this Agreement.
8. **Indemnification.** Buyer agrees to indemnify, defend and hold harmless, Seller and the County of Grand Traverse, as well as any officer, agent and/or employee of Seller and the County of Grand Traverse, from any legal action instituted by a third party against Grand Traverse County and Seller and from any and all claims and losses, including attorneys' fees and costs, accruing, resulting, or arising from this transaction.

9. **Miscellaneous.**

- a. **Governing Law.** This Purchase Agreement shall be governed by Michigan law.
- b. **Written Notice.** All requirements for written notice contained in this Purchase Agreement shall be accomplished by any one of the following methods:
 - i. Personal service with service being effective upon delivery, or
 - ii. Certified mail, return receipt requested, with service being effective on the date of receipt or second attempted delivery.

Notices shall be addressed as follows:

Seller:

Chairperson, Grand Traverse County Land Bank
Grand Traverse County
400 Boardman Avenue
Traverse City, Michigan 49684
(231) 922-4513

Buyer:

Chad & Carl Christianson
2835 S M 37
Traverse City, MI 49685
(231) 409-6999

- c. **Binding Effect.** This Purchase Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties.
- d. **Entire Agreement.** This Purchase Agreement contains the entire understanding of the parties hereto as to the matters provided for herein; all prior agreements between the parties, whether written or oral, are merged herein and shall be of no force and effect. This Purchase Agreement cannot be changed or modified orally, but only by an agreement in writing signed by each of the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this Purchase Agreement on the date and year first above written.

IN THE PRESENCE OF: "SELLER"
GRAND TRAVERSE COUNTY LAND BANK AUTHORITY

By: Heidi Scheppe
Chairperson, Grand Traverse County Land Bank Authority
Date: _____

STATE OF MICHIGAN)
COUNTY OF GRAND TRAVERSE)

This Purchase Agreement was acknowledged before me on _____, by Heidi Scheppe, Chairperson, Grand Traverse County Land Bank Authority

Notary Public
_____, County, Michigan
My Commission Expires: _____

IN THE PRESENCE OF: "BUYER"

By: _____
Chad Christianson
Date: _____

By: _____
Carl Christianson
Date: _____

STATE OF MICHIGAN)
COUNTY OF GRAND TRAVERSE)

This Purchase Agreement was acknowledged before me on _____, _____, by Chad & Carl Christianson.

Notary Public
_____, County, Michigan
My Commission Expires: _____

DRAFT

EXHIBIT A

Legal Description

206 COTTAGE ST LTS 13 & 14 BLK 5 BROWNSONS 1ST ADD VILLOF PARADISE

DRAFT

DRAFT

EXHIBIT B

**QUITCLAIM DEED
STATUTORY FORM**

KNOW ALL PERSONS BY THESE PRESENT: That the Grand Traverse County Land Bank Authority, whose address is 400 Boardman Avenue, Traverse City, Michigan 49684, "Grantor") quit claims to Chad Christianson 7 Carl Christianson, whose address is 2835 S M 37, Traverse City, MI 49685 ("Grantee"), the following premises in the Township of Paradise, Village of Kingsley, County of Grand Traverse, State of Michigan, as described as:

206 COTTAGE ST LTS 13 & 14 BLK 5 BROWNSONS 1ST ADD VILLOF PARADISE

Commonly known as: 206 Cottage Dr, Kingsley, MI 49649

together with all and singular the tenements, hereditament and appurtenances thereunto belonging or in anywise appertaining, for the full consideration of \$7,731.57 Dollars. This conveyance is exempt from taxes pursuant to MCL 207.505(h); MSA 7.456(5)(h) and MCL 207.526(h); MSA 7.456(26)(h).

Notice:

This conveyance is made upon the express condition that the Grantee fulfill all of the representations and warranties provided in the "Purchase Agreement for 206 Cottage Dr, Kingsley, MI 49649 and dated _____ [PA signature date], between the Grantor and the Grantee for the conveyance of this property. Failure by the Grantee to fulfill the conditions of the Purchase and Development Agreement after this conveyance unconditionally allows the Grantor a Right of Reverter upon the property until a release of interest is recorded by the Grantor on this property.

Dated:

Signed in the presence of:

Signed by:

Heidi Scheppe, Chairperson
Grand Traverse County Land Bank Authority

STATE OF MICHIGAN)
) ss
COUNTY OF GRAND TRAVERSE)

I hereby certify that on _____, _____, the foregoing Quit-Claim Deed was produced to me in Grand Traverse County, acknowledged before me by Heidi Scheppe, Chairperson, Grand Traverse County Land Bank Authority, and acknowledged to be the act and deed of said Authority.

Notary Public

County, Michigan

My Commission Expires:

When recorded return to: Chad & Carl Christianson 2835 S M 37 Kingsley, MI 49649	Send subsequent tax bills to: Chad & Carl Christianson 2835 S M 37 Kingsley, MI 49649	Drafted by: Ross A. Hammersley Olson, Bzdok & Howard, P.C. 420 E. Front St. Traverse City, Michigan 49686
Parcel I.D. No: 42-060-010-00	Recording Fee: \$30.00	Revenue Stamps: \$ _____

EXHIBIT C

DRAFT

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller Date

Purchaser Date

Agent Date

Seller Date

Purchaser Date

Agent Date